

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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NEW YORK YANKEES PARTNERSHIP; and  
LEGENDS HOSPITALITY, LLC

*Petitioner*

v.

WILLIAM MILLER  
*Respondent.*

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Civil Action No.: 1:20-cv-5953

**PETITION FOR AN  
ORDER CONFIRMING  
ARBITRATION AWARD**

**NATURE OF THE ACTION**

1. Pursuant to Section 9 of the Federal Arbitration Act, 9 U.S.C. § 9, Petitioner New York Yankees Partnership and Legends Hospitality, LLC, by and through their attorney, John P. Touhey, Esq., petitions this Court for an Order confirming the Arbitration Award (the "Arbitration Award"), dated July 29, 2020, granted by Arbitrator Jay G. Safer (the "Arbitrator"), for money damages in favor of Petitioner and against Respondent. A copy of the Arbitration Award is attached hereto as Exhibit 'A'.

**PARTIES**

2. Petitioner New York Yankees Partnership is an Ohio limited partnership, with its principal place of business in Bronx, New York.

3. Petitioner Legends Hospitality, LLC is a Delaware limited liability company, with its principal place of business in New York, New York.

4. New York Yankees Partnership and Legends Hospitality, LLC may be collectively referred to hereafter as the Petitioner.

5. Respondent, William Miller is an individual residing in Stowe, Vermont.

### **JURISDICTION AND VENUE**

6. This Court has jurisdiction over this matter pursuant to the Federal Arbitration Act 9 U.S.C. § 9.

7. Venue is properly laid with the United States District for the Southern District of New York pursuant to the Federal Arbitration Act, 9 U.S.C. § 9 and 28 U.S.C. § 1391.

### **BACKGROUND FACTS**

8. Petitioner and Respondent entered into a Legends Suite License Agreement, Legends Suite Ticket Agreement and a Legends Suite Food and Beverage Agreement all dated March 3, 2017 (the “2017 Agreements”), for Yankees season tickets, food benefits and services. Subsequent addenda to each of the 2017 Agreements were executed on December 26, 2017 (the “2017 Addenda”). Pursuant to the 2017 Addenda, Respondent agreed to extend the Term of the 2017 Agreements to a ten (10) year term set to expire on December 31, 2027 for six (6) Seating Locations designated as Section 014B, Row 1, Seats 1, 2, 3, 4, 5 and 6.

9. The 2017 Agreements and the 2017 Addenda shall be referred to hereinafter as simply, the Agreements and are attached hereto as Exhibit B and incorporated herein by reference.

10. Following the execution of the Agreements and payment for License Year 1, Respondent failed to make timely payment for the Second License Year, which was the 2019 season. The Partnership and Legends have not received any of the annual license fees, ticket fees or food and beverage fees, which total for the Second License Year THREE HUNDRED SEVENTY EIGHT THOUSAND ONE HUNDRED EIGHT and 00/100 Dollars (\$378,108.00) as agreed upon by Petitioner and Respondent and therefore, Respondent defaulted on the Agreements.

11. A Demand for Arbitration was filed by the Petitioner on November 22, 2019 and Case Number 01-19-0004-1527 was assigned on or around November 25, 2019 demanding an award

for annual license fees, ticket fees and food and beverage fees as well as reasonable costs, interest and attorneys' fees due under the Agreements.

12. Pursuant to the Commercial Arbitration Rules of the American Arbitration Association, Expedited Procedures effective October 1, 2013, and in accordance with the arbitration agreement entered into between the parties and as set forth in the Agreements, Jay G. Safer was designated as arbitrator. John P. Touhey, Esq. appeared on behalf of Petitioner. William Miller appeared on behalf of himself.

13. On May 26, 2020, the parties entered into a Settlement Agreement whereby the Parties agreed and consented that the arbitration shall fully and finally resolve in favor of Petitioner and against Respondent for annual fees due for the 2019 season as well as the 2020 season among other fees and costs as agreed upon as well as other consideration and obligations of Respondent. An Award of Arbitrator was then entered on May 26, 2020.

14. Due to the world pandemic, COVID-19, and once again upon agreement and consent of the Parties, the May 26, 2020 Award was modified downward to remove payments owed for the 2020 season and a new Award was entered in favor of Petitioner and against Respondent by Arbitrator Safer on July 29, 2020, in the total amount of \$392,279.25. This figure included the \$378,108 fees past due for the 2019 Season only among other fees and costs as agreed upon.

**CLAIM FOR RELIEF**  
**(Confirmation of Arbitration Award)**

15. Petitioner repeats and realleges each allegation contained in paragraphs 1 through 14 above, as if same were fully set forth herein.

16. Pursuant to 9 U.S.C. § 9, this Petition is timely brought within one year of the delivery of the Arbitration Award to Petitioner.

17. The Award is by consent and has not been vacated, modified or corrected by any court of competent jurisdiction and is still in full force and effect.

18. Pursuant to 9 U.S.C. § 9, Petitioner is entitled to a judgment confirming the Arbitration Award.

**WHEREFORE**, Petitioner respectfully requests that this Court grant, 1) an Order confirming the July 29, 2020 Arbitration Award in favor of Petitioner and against Respondent; and 2) an Order entering judgment thereon for the full sum of the Award which is \$392,279.25 (Three Hundred Ninety Two Thousand Two Hundred Seventy Nine and 25/100 Dollars).

Dated: Buffalo, New York  
July 30, 2020

THE LAW OFFICE OF  
JOHN P TOUHEY, PLLC

/s/: John P. Touhey

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